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September 2, 2021

**By Email**

Juan M. Fajardo, Esq.  
Assistant Regional Counsel  
United States Environmental Protection Agency - Region II  
Office of Regional Counsel, 17th Floor  
290 Broadway  
New York, NY 10007-1866

**Re: Rolling Knolls Landfill Superfund Site**

Dear Mr. Fajardo:

This office serves as counsel to the Rolling Knolls Group, comprised of Nokia of America Corporation (f/k/a Alcatel-Lucent USA Inc.), Chevron Environmental Management Company for itself and on behalf of Kewanee Industries, Inc., and Novartis Pharmaceuticals Corporation (the "Group.") We are submitting this letter in relation to the Memorandum of Understanding By And Among The Miele Trust, Great Swamp National Wildlife Refuge ("FWS"), Township of Chatham and Great Swamp Watershed Association ("GSWA") Regarding the Rolling Knolls Landfill Superfund Site dated July 2021 (the "MOU").

It is our understanding and belief that the Rolling Knolls Community Advisory Group ("CAG") and FWS will argue to the EPA that the MOU changes the reasonably anticipated future use of the Site to include enhanced public passive recreation and that the EPA should consider this use in the feasibility study evaluation of alternatives. Indeed, Sally Rubin, who runs the CAG, said exactly that in her July 27, 2021 email to the CAG members. (A copy of that email can be provided on request.)

EPA's Baseline Human Health Risk Assessment Update employed a Reasonable Maximum Exposure scenario of 84 days per year. Based on language that the EPA directed us to include in the FS Report, the Reasonable Maximum Exposure scenario is consistent with preserving the Site as open space and with reasonably anticipated future uses of the Site by trespassers or passive recreators who may use the site for activities such as light hiking or bird watching.

September 2, 2021

For a number of reasons, nothing in the MOU should alter the reasonably anticipated future use of the Site or the exposure assessment on which the EPA based its Human Health Risk Assessment. First, the MOU is, on its face, a non-binding, aspirational document. It merely provides that the MOU signatories “will work together *to fully evaluate and further negotiate* the best means to provide for wildlife conservation and passive public recreation at the private portion of the Site ....” (Emphasis added.) Second, reading the MOU to be inconsistent with the passive recreation already accounted for in the risk assessment would require development of the Miele parcel to accommodate the enhanced passive public recreation; however, none of the signatories to the MOU obligates any funds to achieve the aspirational uses of the site.

Moreover, the MOU specifically provides that it shall not be “construed as obligating the Miele Trust to take or otherwise consent to any action or course of conduct that would violate the Restrictive Covenant or any other contractual obligations that the Miele Trust may have.” The Restrictive Covenant referred to in this passage was recorded with the Morris County Clerk on September 12, 2019, a copy of which we forwarded to you on November 6, 2019. (See Attachment 1.)

As you may recall, prior to finalizing the Restrictive Covenant, we provided the EPA with a draft for EPA review and comment. In response, you provided us with an EPA mark-up of the document. (See Attachment 2.) Our draft stated that the Miele portion of the Site would be preserved as “open space” and that there shall be no development for any purpose. The draft also included an exception to the prohibition on development to the extent approved by EPA for the “development of low impact, passive recreational areas.” The EPA’s markup, however, deleted this exception, with the explanation that “The future use scenarios for human health risks assessment calculations and the NJDEP ARSs did not include low impact or passive recreational area users.” Based on this comment, we did, in fact, delete that language from the final, recorded version of the Restrictive Covenant. Conversely, the EPA did not assert that “open space” language was inconsistent with the reasonably anticipated future use scenarios.

With the deletion there can be no doubt that the Restrictive Covenant prohibits any development, including for enhanced passive recreation, which the MOU could be construed to allow. Further, EPA was comfortable that the Restrictive Covenant is consistent with the reasonably anticipated future use scenarios, and the MOU should not impact that. Given that the EPA requested deletion from the Restrictive Covenant of the language that the EPA felt conflicted with the human health risk assessment future use scenarios, but did not request deletion of the “open space” designation, EPA is assured that the MOU will not result in any use or development of the site that is inconsistent with the EPA’s future use scenarios.

Juan M. Fajardo, Esq.  
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We are, of course, available should you wish to discuss these issues further.

Very truly yours,



Richard F. Ricci

RFR:wlg

Enclosure

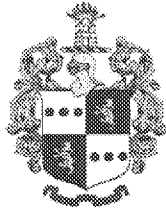
cc: (by e-mail) Mr. John Prince (w/ enclosure)  
Ms. Stephanie Vaughn (w/ enclosure)  
Rolling Knolls Site Group (w/ enclosure)  
Mr. Michael Faigen (w/ enclosure)  
John Persico, P.G. (w/ enclosure)

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# **ATTACHMENT 1**

**Morris County Recording Cover Sheet**



**Honorable Ann F. Grossi, Esq.**  
**Morris County Clerk**



NORRIS COUNTY, NEW JERSEY  
ANN F. GROSSI, COUNTY CLERK  
DOR-OR BOOK 23656 PG 1179  
RECORDED 11/15/2019 09:28:58  
FILE NUMBER 2019065485  
REPT #: 14910941 RECD BY: NSLehr  
RECORDING FEES \$199.00

*Official Use Only - Realty Transfer Fee*

*Official Use Only - Barcode*

Date of Document: September 12, 2019	Type of Document: Declaration of Restrictive Covenants
First Party Name: Paul Miele, as trustee of the Trust Under The Last Will and Testament of Angelo J. Miele	Second Party Name: "Same"
Additional Parties: Chevron Environmental Management Company, for itself and on behalf of Kewanee Industries, Inc., Nokia of America Corporation (formerly known as Alcatel-Lucent, Inc. as successor to Lucent Technologies Inc., as successor to Western Electric, Inc.), and Novartis Pharmaceuticals Corporation, as successor to Ciba-Geigy Corporation	

**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY**

Block: 48.20	Lot: 184 and 189
Municipality: Township of Chatham	
Consideration: N/A	
Mailing Address of Grantee: N/A	

**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE**

Original Book: N/A	Original Page: N/A
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**MORRIS COUNTY RECORDING COVER SHEET**

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

**WARNING:** Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Richard F. Ricci, Esq.  
Lowenstein Sandler LLP  
One Lowenstein Drive  
Roseland, New Jersey 07068

**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made and entered into this 12<sup>th</sup> day of September 2019, by Paul Miele as trustee of the trust under Article III of the last will and testament of Angelo J. Miele, deceased (the "Trust").

WITNESSETH:

WHEREAS, the Trust holds title to that certain real property (the "Subject Property") comprised of Block 48.20, Lots 184 and 189 on the Tax Map of the Township of Chatham, County of Morris, State of New Jersey and more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Paul Miele has served without interruption as trustee of the Trust since he was appointed sole trustee of the Trust pursuant to a Judgment filed in the Superior Court of New Jersey Chancery Division, Probate Part, Essex County, on December 18, 2015, Docket No.: CP-3-2006, and is presently serving in such capacity (Paul Miele in such capacity as trustee of the Trust, together with any successor trustees, the "Declarant")

WHEREAS, the Subject Property consists of a portion of the Rolling Knolls Landfill Superfund Site ("Site"), which was listed on the National Priorities List pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 ("CERCLA") and defined in the Administrative Settlement Agreement and Order on Consent entered into between the United States Environmental Protection Agency ("EPA") and Chevron Environmental Management Company, for itself and on behalf of Kewanee Industries, Inc., Nokia of America Corporation (formerly known as Alcatel-Lucent, Inc. as successor to Lucent Technologies Inc., as successor to Western Electric, Inc.), and Novartis Pharmaceuticals Corporation, as successor to Ciba-Geigy Corporation (collectively, the "Group") in September of 2005;

WHEREAS, EPA will be selecting a remedial action for the Site that may include leaving contamination in place at concentrations that do not allow for unrestricted use of the Subject Property;

WHEREAS, the Site encompasses sensitive environmental areas including wetlands, flood hazard areas, bog turtle habitat, and Indiana bat habitat, is home to at least one endangered species, the blue spotted salamander, and is adjacent to sensitive environmental habitats, including the Great Swamp National Wildlife Refuge;

WHEREAS, New Jersey public policy favors the preservation of open spaces and preserving the Subject Property as open space would yield significant environmental and

ecological benefits by controlling environmental risk and ensuring against development that could adversely impact the adjacent Great Swamp National Wildlife Refuge;

WHEREAS, the Declarant has entered into that certain Settlement Agreement and Release dated 10/30/ 2019 with the Group and certain other parties referenced therein (the "Settlement Agreement");

WHEREAS, pursuant to the Settlement Agreement, the Group has agreed, *inter alia*, to release the Declarant from certain liabilities related to the investigation and remediation of the Subject Property pursuant to requirements of EPA; and

WHEREAS, in consideration of the covenants and agreements provided in the Settlement Agreement, the Declarant has agreed to impose certain restrictive covenants on the Subject Property by way of this Declaration, as hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises, the release contained in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby declare that the Subject Property, and all present and future owners of the Subject Property, shall be and hereby are subject in perpetuity to the restrictive covenants and other terms and conditions hereinafter set forth:

1. Restrictive Covenants. The Declarant hereby declares the following:

a. The Subject Property shall be preserved as open space. There shall be no development of the Subject Property for any purposes, including, without limitation, for residential, commercial, or industrial use.

b. There will be no use of the Subject Property that is inconsistent with the remedy selected by EPA for the Site.

c. No current or future owners of the Subject Property nor their lessees or other grantees provided an interest in the Subject Property shall disturb, destroy, interfere, or otherwise impair any areas that are ecologically restored, enhanced, or created as part of the remediation of the Site.

d. No current or future owners of the Subject Property nor their lessees or other grantees provided an interest in the Subject Property shall violate, disturb, or otherwise interfere with any institutional or engineering controls which may be imposed on the Subject Property pursuant to an environmental remedy for the Site selected by EPA. For purposes of the Declaration, "Engineering Controls" shall mean any physical mechanism to contain or stabilize contamination or ensure the effectiveness of a remedial action including without limitation a cap, cover, fence and physical access control; and "Institutional Controls" shall mean one or more informational devices recorded with the Morris County, New Jersey Clerk to provide record notice of the presence of residual or capped contamination remaining on the Subject Property and to restrict use and human activities on the Subject Property, as contemplated, for example, by N.J.A.C. 7:26C-1.3.

e. Nothing in this section shall prevent (nor shall it obligate any party or person to conduct or perform) the following activities to the extent that they are approved by EPA:

- i. The investigation and remediation of the Subject Property pursuant to CERCLA;
- ii. The excavation of soils from and the placement of such soils on the Subject Property;
- iii. The relocation of waste and other materials within the Subject Property or from the portions of the Site not on the Subject Property to the Subject Property;
- iv. The use by Chatham Disposal, Inc. and South Orange Disposal Company (collectively, the "Permitted Users") of a portion of the Subject Property of no more than 5 acres (the "Laydown Area"), on which no buried landfill waste materials were placed or currently exist, to be used solely for the storage and staging of empty roll-off containers. The exact location of the Laydown Area shall be determined by the Group with the consent of the Permitted Users, which consent shall not be unreasonably withheld, as part of the pre-design investigation, and prior to completion of the remedial design for the Site. In the event that the Group does not enter into the RD/RA Settlement Document, as defined in the Settlement Agreement, then the Permitted Users shall, subject to EPA-approval and prior to completion of the remedial design for the Site, determine the exact location of the Laydown Area. Until such time as the exact location of the Laydown Area is so determined, the Permitted Users shall be permitted to continue to use the area identified on Exhibit B attached hereto and incorporated herein by reference for such storage and staging of empty roll-off containers.

2. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public.

3. Remedies and Enforcement. In the event of a breach or threatened breach of any of the terms, covenants, restrictions or conditions hereof by any owner, tenant or licensee of the Subject Property, the Group, the EPA or the New Jersey Department of Environmental Protection ("NJDEP") shall be entitled to immediate, full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance. In any such dispute, the prevailing party in any such action shall be entitled to reimbursement of costs and fees incurred, provided, however, that the EPA and the NJDEP shall not be subject to this fee-shifting provision. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4. Term. The restrictive covenants and obligations set forth herein shall be effective commencing on the date hereof and shall remain in full force and effect hereafter in perpetuity.

5. Modification. This Declaration may be amended, altered, released, or terminated and discharged of record only with the express written consent of EPA and the Group.



6. Nothing in this instrument shall limit or otherwise affect, or shall be deemed to limit or otherwise effect, EPA's rights of entry and access, or EPA's authority to take response actions, under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, or other applicable federal law or regulation.

7. Covenants to Run with the Land. It is intended that each of the restrictive covenants and obligations set forth herein shall run with the land and create an equitable servitude against the Subject Property, shall bind every person having any fee, leasehold or other interest in the Subject Property, and any such person's successors, assigns, heirs, successor trustees, and personal representatives. Declarant and all subsequent owners, lessees and others with an interest in the Subject Property shall cause all leases, grants and other written transfers of an interest in the Subject Property to contain a provision expressly requiring all holders thereof to take the Subject Property subject to the restrictions contained herein and to comply with all and not to violate any of the conditions of this Declaration.

8. Grantee's Acceptance. A grantee of the Subject Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of the Subject Property or any portion thereof, shall accept such deed or contract upon and subject to each and all of the restrictive covenants and obligations contained herein. By such acceptance, any such grantee shall for himself or herself and his or her successors, assigns, heirs, and personal representatives, covenant and agree to comply with the restrictive covenants and obligations set forth herein with respect to the Subject Property.

9. Notice. The Declarant and subsequent owners shall provide written notice to the Group, the EPA and the NJDEP of any conveyance, grant, gift or other transfer in whole or in part of the Declarant's interest in the Subject Property. In addition, Declarant and any subsequent owner of the Subject Property shall provide written notice to the Group, the EPA and the NJDEP upon petition for or filing of any document initiating a rezoning or redevelopment of the Subject Property. Any notice required or permitted under this Declaration shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial overnight courier or electronic mail) or three days after deposit in the United States Mail, regular or certified mail, postage prepaid.

Any notice to the Group permitted or required by this Declaration shall be sent to the following address (or to such other address(es) as the Group may specify by written notice to Declarant):

Richard F. Ricci, Esq.  
Lowenstein Sandler LLP  
One Lowenstein Drive  
Roseland, New Jersey 07068  
rricci@lowenstein.com

Any notice to EPA permitted or required by this Declaration shall be sent to the following address (or to such other address(es) as EPA may specify by written notice to Declarant):

Juan M. Fajardo  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 17<sup>th</sup> Floor  
New York, NY 10007

Re: Rolling Knolls Superfund Site, Chatham Township, New Jersey

Any notice to Declarant permitted or required by this Declaration shall be sent to the following address (or to such other address(es) as Declarant may specify by written notice to the Group and EPA):

Mr. Paul Miele  
88 Britten Road  
Green Village, NJ 07935-3000

With a copy to:

Damon R. Sedita, Esq.  
Sedita, Campisano and Campisano  
145 Route 46 West  
Suite 102  
Wayne, NJ 07470

Any notice to NJDEP permitted or required by this Declaration shall be sent to the following address (or to such other address(es) as EPA may specify by written notice to Declarant):

Assistant Commissioner, Site Remediation  
New Jersey Department of Environmental Protection  
401 East State Street  
Trenton, NJ 08608-1501

Re: Rolling Knolls Superfund Site, Chatham Township, New Jersey

10. Authority. Declarant represents, warrants, covenants and agrees that it is duly authorized and empowered to enter into this Declaration.

11. Severability. The invalidity of any provision of this Declaration shall not be considered to impair or affect in any manner the validity or enforceability or affect the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect, as if such invalid provision had never been included.

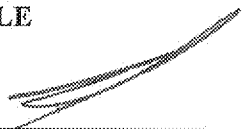
12. No Waiver. No provision contained in this Declaration shall be considered to have been waived by reason of failure to enforce it, irrespective of the number of violations or breaches that may occur.

13. Governing Law. The laws of the United States, or, if there are no applicable federal laws, of the State of New Jersey shall govern the interpretation, validity, performance, and enforcement of this Declaration.

14. Recordation. This Declaration is executed for the purpose of recordation in the Office of the Clerk of Morris County, New Jersey in order to give notice of all of the terms, provisions and conditions hereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

PAUL MIELE as trustee of the TRUST UNDER  
THE LAST WILL AND TESTAMENT OF  
ANGELO J. MIELE

  
\_\_\_\_\_  
Name: Paul Miele  
Title: Trustee

STATE OF NEW JERSEY    )  
  ) ss:  
COUNTY OF Essex    )

I CERTIFY that on September 12, 2019, Paul Miele, in his capacity as trustee of the trust under the last will and testament of Angelo J. Miele, personally came before me and acknowledged under oath, to my satisfaction, that he

- (a) is named in and personally signed this Declaration; and
- (b) signed, sealed and delivered this Declaration as his act and deed.



  
Name: Jennifer E. Dundas  
Notary Public  
My Commission Expires: 6/24/2024

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

All that certain tract of land situated and lying in the  
Township of Chatham, County of Morris, State of New Jersey  
being bound and more particularly described as follows:

Lot 189

Block 48.20

Beginning at a point in the southeasterly sideline of Britten Road (said road having a width of 49.5 feet) said point is distant the following courses from a point in the southeasterly sideline of Britten Road in the division line between lands now or formerly of M.E. Guiwits and the estate of Angelo J. Miele, said point being the beginning corner as described in a deed from Angelina Miele to Rena Ann Leo dated December 21, 1972 and recorded in the Morris County clerks office deed book 2238 page 418 thence along the southeasterly sideline of Britten Road.

- A) South 42° 36' 00" West 757.28 feet to a point, thence
- B) South 52° 32' 10" West 199.07 feet to a point, thence
- C) South 41° 57' 40" West 93.02 feet to a point, thence
- D) South 27° 35' 20" West 200.75 feet to the point of beginning and running thence,
- 1) Along the southeasterly sideline of Britten Road South 27° 35' 20" West 395.07 feet to a point, thence
- 2) Still along the southeasterly sideline of Britten Road South 28° 14' 20" West 671.07 feet to a point, thence
- 3) Still along the southeasterly sideline of Britten Road South 22° 29' 30" West 76.18 feet to a point, thence
- 4) Still along the southeasterly sideline of Britten Road South 52° 02' 30" West 47.29 feet to a point, thence
- 5) Along the westerly sideline of Britten Road and along lands now or formerly of A. Miele North 50° 25' 30" West 228.18 feet to a point, thence
- 6) Still along lands now or formerly of A. Miele South 37° 48' 00" West 331.30 feet to a point, thence
- 7) Still along lands of Miele North 49° 48' 55" West 313.00 feet to a point in Loantaka Brook, thence the next 9 courses in and along the Loantaka Brook.
- 8) South 14° 32' 00" West 69.67 feet to a point, thence
- 9) South 44° 14' 00" West 150.37 feet to a point, thence

- 10) South 5° 24' 00" West 95.20 feet to a point, thence
  - 11) South 55° 22' 00" West 80.62 feet to a point, thence
  - 12) South 63° 21' 00" West 51.79 feet to a point, thence
  - 13) South 40° 49' 00" West 50.42 feet to a point, thence
  - 14) South 20° 45' 00" West 112.72 feet to a point, thence
  - 15) South 26° 27' 00" West 43.08 feet to a point, thence
  - 16) South 66° 47' 00" West 63.29 feet to a point in land  
now or formerly of the United States of America, thence
  - 17) Along lands of United States of America South 18° 00' 00"  
East 1759.11 feet to a point, thence
  - 18) Still along lands of United States of America North 74°  
40' 00" East 2266.26 feet to a point, thence
  - 19) Still along lands of United States of America North 40°  
46' 00" East 839.45 feet to a point, thence
  - 20) Still along lands of United State of America North 33°  
44' 45" West 1395.76 feet to a point, thence
  - 21) By a new line through lands of Miele North 49° 39' 00"  
West 1207.43 feet to the point and place of beginning
- Containing 136.3 acres as described herein.

TRACT II  
Block 48.20, Lot 184

BEGINNING at a pipe in the southeasterly side line of Britten Road in the division line between lands now or formerly of H. E. Guilwits and the estate of Angelo J. Niele, said point being the beginning corner as described in a deed from Angelina Niele to Anna Ann Leo dated December 21, 1972, and recorded in the Harris County Clerk's Office in Deed Book 2230, page 418, and running thence (1) along the southeasterly side line of Britten Road, S. 42° 36 min. W. 757.23 feet, thence (2) still along the southeasterly side line of Britten Road, S. 52° 32 min. 10 sec. W. 197.07 feet, thence (3) still along the southeasterly side line of Britten Road, S. 41° 57 min. 40 sec. W. 93.02 feet, thence (4) still along the southeasterly side line of Britten Road, S. 27° 35 min. 20 sec. W. 595.82 feet, thence (5) still along the southeasterly side line of Britten Road, S. 28° 14 min. 20 sec. W. 671.07 feet, thence (6) still along the southeasterly side line of Britten Road, S. 22°, 29 min. 30 sec. W. 76.10 feet to the southwesterly terminus thereof, thence (7) along said southwesterly terminus S. 52° 02 min. 30 sec. W. 47.22 feet, thence (8) still along the said southwesterly terminus N. 50° 25 min. 30 sec. W. 27.91 feet to the northwesterly side line of Britten Road, thence (9) along the northwesterly side line of Britten Road N. 22° 29 min. 30 sec. E. 111.63 feet, thence (10) still along the northwesterly side line of Britten Road N. 28° 14 min. 20 sec. E. 673.30 feet, thence (11) still along the northwesterly side line of Britten Road N. 27° 35 min. 20 sec. E. 601.84 feet, thence (12) still along the northwesterly side line of Britten Road N. 41° 57 min. 40 sec. E. 103.95 feet, thence (13) still along the northwesterly side line of Britten Road N. 52° 32 min. 10 sec. E. 129.35 feet, thence (14) still along the northwesterly side line of Britten Road N. 42° 36 min. 00 sec. E. 476.73 feet to lands of Harris County Park Commission, thence (15) along lands of Harris County Park Commission N. 34° 49 min. 56 sec. W. 507.60 feet, thence (16) still along lands of Harris County Park Commission N. 42° 06 min. 36 sec. W. 108.60 feet, thence (17) still along lands of Harris County Park Commission, S. 43° 09 min. 24 sec. W. 653.47 feet, thence (18) along lands of Arthur H. Ferberg, Jr., S. 40° 17 min. 04 sec. W. 1,060.47 feet, thence (19) still along lands of Arthur H. Ferberg, Jr., S. 62° 02 min. 56 sec. E. 55.15 feet to the centerline of the former bed of Loantaka Brook, thence (20) along the centerline of the former bed of Loantaka Brook S. 35° 05 min. 20 sec. W. 123.44 feet, thence (21) still along the centerline of the former bed of Loantaka Brook, N. 46° 04 min. 03 sec. W. 158.17 feet to lands of William H. Cannon, thence (22) along lands of William H. Cannon, S. 49° 48 min. 55 sec. E. 151.15 feet, thence (23) still along the lands of William H. Cannon S. 39° 11 min. 05 sec. W. 660.00 feet, thence (24) still along the lands of William H. Cannon, S. 49° 48 min. 55 sec. E. 248.00 feet to the centerline of the former bed of Loantaka Brook, thence (25) along the lands of William H. Cannon and along the centerline of the former bed of Loantaka Brook, the following nine (9) courses: (a) S. 14° 32 min. 00 sec. W. 69.67 feet, thence (b) S. 44° 14 min. 00 sec. W. 150.37 feet, thence (c) S. 5° 24 min. 00 sec. W. 95.20 feet, thence (d) S. 55° 22 min. 00 sec. W. 80.62 feet, thence (e) S. 63° 21 min. 00 sec. W. 51.79 feet, thence (f) S. 40° 49 min. 00 sec. W. 50.42 feet, thence (g) S. 20° 45 min. 00 sec. W. 112.72 feet, thence (h) S. 26° 27 min. 00 sec. W. 43.08 feet, thence (i) S. 60° 47 min. 00 sec. W. 63.29 feet, to lands of North American Wildlife Foundation, thence (26) along the lands of North American Wildlife Foundation S. 18° 00 min. 00 sec. E. 1,759.11 feet, thence (27) still along the lands of North American Wildlife Foundation N. 74° 40 min. 00 sec. E. 2,266.26 feet, thence (28) still along the lands of North American Wildlife Foundation N. 40° 46 min. 00 sec. E. 835.45 feet, thence (29) still along the lands of North American Wildlife Foundation N. 33° 44 min. 45 sec. W. 1,395.76 feet, thence (30) still along the lands of North American Wildlife Foundation and lands now or formerly of H. E. Guilwits N. 37° 39 min. 00 sec. E. 1,241.12 feet, thence (31) along lands now or formerly of H. E. Guilwits N. 49° 39 min. 00 sec. W. 1,126.15 feet to the point and place of BEGINNING.

Containing 211.1456 acres.

Excepting therefrom the following tracts and parcels of land:

(the following described Parcels A, B, C, and D are all excepted from the above legal description for Block 48.20 Lot 184):

PARCEL A

(Formerly Block 48.21 Lot 164.09 now designated  
Block 48.21, Lots 164.09, 164.11 and 164.12)

BEGINNING at a point in the northwesterly side line of Britten Road, a 50 foot wide road, where the same is intersected by the north-easterly line of lands now or formerly of E. Camusat, and running thence (1) along lands now or formerly of said Camusat north 44 degrees 56 minutes 40 seconds west 701.13 feet; thence (2) along the outside line of the whole tract formerly owned by Fred G. Weber north 47 degrees 33 minutes 20 seconds east 703.64 feet to an iron pipe monument set at the northwesterly corner of lands now or formerly of Robert G. Miele; thence (3) along lands of Robert G. Miele south 37 degrees 42 minutes 40 seconds east 116 feet; thence (4) along lands of Robert Janschitz and Margaret Janschitz, his wife, and along lands now or formerly of Kleeseyer & Merkel, Inc. south 30 degrees 26 minutes east 596.13 feet, more or less, to the northwesterly side line of Britten Road; thence (5) along the northwesterly side line of Britten Road south 47 degrees 22 minutes west 539.43 feet, more or less, to the point or place of BEGINNING.

Excepting therefrom, however, a strip of land fifty (50) feet wide more or less along courses (3) and (4) in the above description, which strip was conveyed by said Anthony P. Miele and Angelina Miele, as Executors as aforesaid, to Morris County Park Commission by Judgment bearing date of December 22, 1971 and recorded January 7, 1972 in the Office of the Clerk of Morris County, N.J. in Book 2201 of Deeds for said County on page 640.



PARCEL "B"  
(Block 48.20 , Lot 189)

beginning at a point in the southeasterly sideline of Britten Road  
said road having a width of 43.3 feet) said point is distant the  
following courses from a point  
in the southeasterly sideline of Britten Road in the division  
line between lands now or formerly of M.E. Culwita and the estate  
of Angella J. Niolo, said point being the beginning corner as  
described in a deed from Angellina Niolo to Rena Ann Lee dated  
December 31, 1972 and recorded in the Morris County clerk's office  
deed book 2238 page 416 thence along the southeasterly sideline of  
Britten Road.

- A1 South 42° 36' 00" West 137.28 feet to a point, thence
  - B1 South 52° 32' 10" West 191.07 feet to a point, thence
  - C1 South 41° 57' 40" West 93.02 feet to a point, thence
  - D1 South 27° 35' 10" West 188.75 feet to the point  
of beginning and running thence.
  - 11 Along the southeasterly sideline of Britten Road South  
23° 35' 10" West 195.87 feet to a point, thence
  - 21 Still along the southeasterly sideline of Britten Road  
South 28° 14' 28" West 671.07 feet to a point, thence
  - 31 Still along the southeasterly sideline of Britten Road  
South 22° 25' 10" West 76.18 feet to a point, thence
  - 41 Still along the southeasterly sideline of Britten Road  
South 31° 01' 10" West 47.23 feet to a point, thence
  - 51 Along the westerly sideline of Britten Road and along  
lands now or formerly of A. Niolo North 50° 25' 10" West  
128.18 feet to a point, thence
  - 61 Still along lands now or formerly of A. Niolo South 37°  
43' 00" West 311.38 feet to a point, thence
  - 71 Still along lands of Niolo North 43° 46' 53" West 313.80  
feet to a point in Leontaka Brook, thence the next 2  
courses in and along the Leontaka Brook
  - 81 South 14° 32' 00" West 87.67 feet to a point, thence
  - 91 South 44° 14' 00" West 158.37 feet to a point, thence
  - 101 South 5° 14' 00" West 91.20 feet to a point, thence
  - 111 South 51° 21' 00" West 20.62 feet to a point, thence
  - 121 South 63° 21' 00" West 51.79 feet to a point, thence
  - 131 South 40° 49' 00" West 30.42 feet to a point, thence
  - 141 South 10° 45' 00" West 112.72 feet to a point, thence
  - 151 South 16° 27' 00" West 43.01 feet to a point, thence
  - 161 South 64° 47' 00" West 83.29 feet to a point in land  
now or formerly of the United States of America, thence
  - 171 Along lands of United States of America South 18° 00' 00"  
East 1759.11 feet to a point, thence
  - 181 Still along lands of United States of America North 74°  
40' 00" East 2268.26 feet to a point, thence
  - 191 Still along lands of United States of America North 40°  
44' 00" East 135.43 feet to a point, thence
  - 201 Still along lands of United States of America North 31°  
44' 43" West 1395.76 feet to a point, thence
  - 211 By a new line through lands of Niolo North 49° 35' 00"  
West 1287.43 feet to the point and place of beginning.
- Containing 136.3 acres as described herein.

PARCEL "C"

(Block 48.20 , Lot 189.01)

All that certain tract of land situated and lying in the Township of Chatham, County of Morris, State of New Jersey being bound and more particularly described as follows:

Beginning at a point in the southerly sideline of Britten Road in the division line between land now or formerly of M.E. Guilvits and the estate of Angelo J. Miele, said point being the beginning corner as described in a deed from Angelina Miele to Rena Ann Leo dated December 21, 1972, and recorded in the Morris County clerk's office in Deed Book 2238 page 416 and running thence;

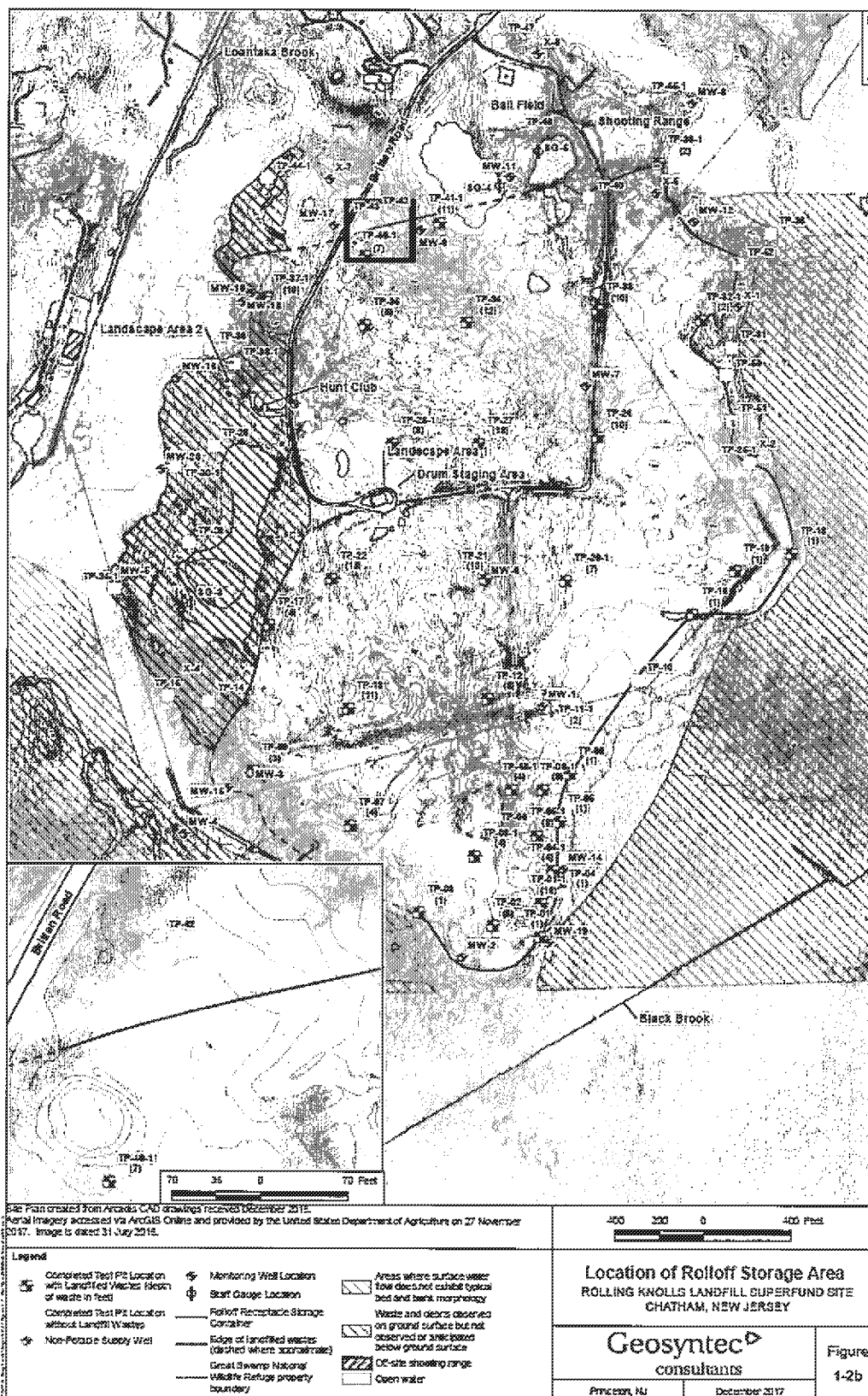
- 1) Along the southeasterly sideline of Britten Road South  $42^{\circ} 36'$  West 757.28 feet to a point, thence
  - 2) Still along the southeasterly sideline of Britten Road South  $52^{\circ} 32' 10''$  West 199.07 feet to a point, thence
  - 3) Still along the southeasterly sideline of Britten Road South  $41^{\circ} 57' 40''$  West 93.82 feet to a point, thence
  - 4) Still along the southeasterly sideline of Britten Road South  $77^{\circ} 35' 20''$  West 200.75 feet to a point, thence
  - 5) By a new line through lands of Miele South  $49^{\circ} 39' 00''$  East 1207.43 feet to a point, thence
  - 6) Along lands of the United States of America North  $37^{\circ} 59' 00''$  East 1241.12 feet to a point, thence
  - 7) Along lands now or formerly of Daniel C. and Marie J. Rice, Anthony and Johanna Diamante and William and Hildegard Klemmeyer North  $49^{\circ} 39' 00''$  West 1126.13 feet to the point and place of beginning.
- Containing 33.664 acres as described herein.

PARCEL "D"  
(Block 48.20 Lot 183)

- BEGINNING at a point in the northwesterly side line of Britten Road, 50 feet wide, where the same is intersected by the division line between lands herein described and lands formerly of Hille, now or formerly of Hile, as described in Deed Book 2834 at page 124 and being in the southwesterly corner of lot 164.09, Block 48.20, as shown on the Tax Map of Chatham Township, New Jersey, and running
- THENCE;
- (1) along Hile, North 49 degrees 20 minutes 36 seconds West 698.08 feet to an iron pipe in the line of lands formerly of Bruma, now or formerly of Forber, described in Deed Book A-57 at page 262, thence;
  - (2) along Forber, South 48 degrees 17 minutes 04 seconds West, 1060.47 feet to an iron rod with a cap identified "Richard P. Smith, Jr., Land Surveyor, Morristown, N.J. 125048" at a corner to the same, thence;
  - (3) along Forber and then lands of Hile, described as the first tract in Deed Book H-40 at page 205, South 62 degrees 02 minutes 36 seconds East, 803.61 feet to an iron rod with the aforesaid cap in the aforesaid side line of Britten Road, thence;
  - (4) along Britten Road, North 27 degrees 35 minutes 20 seconds East, 681.24 feet to an angle in same, thence;
  - (5) North 41 degrees 57 minutes 40 seconds East, 183.95 feet to an angle in same, thence;
  - (6) North 52 degrees 32 minutes 10 seconds East, 190.35 feet to the place of BEGINNING.
- CONTAINING 15.84 acres as described.

EXHIBIT B

TEMPORARY LAYDOWN AREA



# **ATTACHMENT 2**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Richard F. Ricci, Esq.  
Lowenstein Sandler LLP  
One Lowenstein Drive  
Roseland, New Jersey 07068

### **DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by Paul Miele as Trustee for the Trust Under Article III of the Last Will and Testament of Angelo J. Miele, deceased (collectively, the "Trust Declarant").

#### **WITNESSETH:**

WHEREAS, the Trust Declarant is the owner of that certain real property (the "Subject Property") comprised of Block 48.20, Lots 184 and 189 on the Tax Map of the Township of Chatham, County of Morris, State of New Jersey and more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Subject Property consists of a portion of the Rolling Knolls Landfill Superfund Site which was listed on the National Priorities List pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 ("CERCLA") and defined in the Administrative Settlement Agreement and Order on Consent entered into between the Chevron Environmental Management Company, Nokia of America Corp., and Novartis Corporation (collectively, the "Group") and the United States Environmental Protection Agency ("EPA") in September of 2005 ("Site");

WHEREAS, EPA will be selecting a remedial action for the Site that may include leaving contamination in place at concentrations that do not allow for unrestricted use of the Subject Property;

WHEREAS, the Site encompasses sensitive environmental areas including wetlands, flood hazard areas, bog turtle habitat, and Indiana bat habitat, is home to at least one endangered species, the blue spotted salamander, and is adjacent to sensitive environmental habitats, including the Great Swamp National Wildlife Refuge;

WHEREAS, New Jersey public policy favors the preservation of open spaces and preserving the Subject Property as open space would yield significant environmental and ecological benefits by controlling environmental risk and ensuring against development that could adversely impact the adjacent Great Swamp National Wildlife Refuge;

WHEREAS, the Trust and Paul Miele, Trustee of the Trust Declarant have entered into that certain Settlement Agreement and Release dated \_\_\_\_\_, 2018 with Chevron Environmental Management Company, Nokia of America Corp., and Novartis Corporation (collectively, the Group "Group") and certain other parties referenced therein (the "Settlement Agreement");

WHEREAS, pursuant to the Settlement Agreement, the Group has agreed, *inter alia*, to release the Trust and Paul Miele Declarant from certain liabilities related to the investigation and remediation of the Subject Property pursuant to requirements of EPA; and

WHEREAS, in consideration of the covenants and agreements provided in the Settlement Agreement, the Declarant Trust has agreed to impose certain restrictive covenants on the Subject Property by way of this Declaration, as hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises, the release contained in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant Trust does hereby declare that the Subject Property, and all present and future owners of the Subject Property, shall be and hereby are subject in perpetuity to the restrictive covenants and other terms and conditions hereinafter set forth:

1. Restrictive Covenants. The Declarant Trust hereby declares the following:

a. The Subject Property shall be preserved as open space. There shall be no development of the Subject Property for any purposes, including, without limitation, for residential, commercial, or industrial use.

b. There will be no use of the Subject Property that is inconsistent with the remedy selected by EPA for the Site.

c. No current or future owners of the Subject Property nor their lessees or other grantees provided an interest in the Subject Property shall disturb, destroy, interfere, or otherwise impair any areas that are ecologically restored, enhanced, or created as part of the remediation of the Site.

d. No current or future owners of the Subject Property nor their lessees or other grantees provided an interest in the Subject Property shall violate, disturb, or otherwise interfere with any institutional or engineering controls which may be imposed on the Subject Property pursuant to an environmental remedy for the Site Property selected or approved by EPA. For purposes of the Declaration, "Engineering Controls" shall mean any physical mechanism to contain or stabilize contamination or ensure the effectiveness of a remedial action including without limitation a cap, cover, fence and physical access control; and "Institutional Controls" shall mean one or more informational devices recorded with the Morris County, New Jersey Clerk to provide record notice of the presence of residual or capped contamination remaining on the Subject Property and to restrict use and human activities on the Subject Property, as contemplated, for example, by N.J.A.C. 7:26C-1.3.

e. Nothing in this section shall prevent (nor shall it obligate any party or person to conduct or perform) the following activities to the extent that they are approved by EPA:

- i. The investigation and remediation of the Subject Property pursuant to CERCLA;
- ii. The excavation of soils from and the placement of such soils on the Subject Property;



iii. The relocation of waste and other materials within the Subject Property or from the portions of the Site not on the Subject Property to the Subject Property;

iv. ~~The development of low impact, passive recreational areas; and/or~~

**Fajardo, Juan:** The future use scenarios for human health risks assessment calculations and the NJDEP ARSs did not include low impact or passive recreational area users.

v. The use by Chatham Disposal, Inc. and South Orange Disposal Company (collectively, the "Permitted Users") of a portion of the Subject Property of no more than 3 acres (the "Laydown Area"), on which ~~the Group will verify that no landfilled waste materials were placed or currently exist, to be used~~ solely for the storage and staging of empty roll-off containers. The exact location of the Laydown Area shall be determined by the Group in consultation with the Permitted Users as part of the pre-design investigation, ~~and prior to completion of the remedial design for the Site subsequent to the RD/RA Effective Date, as defined in the Settlement Agreement.~~ Until such time as the exact location of the Laydown Area is so determined, the Permitted Users shall be permitted to continue to use the area identified on Exhibit B attached hereto and incorporated herein by reference for such storage and staging of empty roll-off containers.

2. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public.

3. Remedies and Enforcement. In the event of a breach or threatened breach of any of the terms, covenants, restrictions or conditions hereof by any owner, tenant or licensee of the Subject Property, the Group, or EPA of the New Jersey Department of Environmental Protection ("NJDEP") shall be entitled to immediate, full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance. ~~The prevailing party in any such action shall be entitled to reimbursement of costs and fees incurred.~~ The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4. Term. The restrictive covenants and obligations set forth herein shall be effective commencing on the date hereof and shall remain in full force and effect hereafter in perpetuity.

5. Modification. This Declaration may be amended, altered, released, or terminated and discharged of record only with the express written consent of EPA and the Group.

6. Nothing in this instrument shall limit or otherwise affect, or shall be deemed to limit or otherwise effect, EPA's rights of entry and access, or EPA's authority to take response actions, under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, or other applicable federal law or regulation.

~~5.7.~~ Covenants to Run with the Land. It is intended that each of the restrictive covenants and obligations set forth herein shall run with the land and create an equitable servitude against the Subject Property, shall bind every person having any fee, leasehold or other interest in the Subject Property, and any such person's successors, assigns, heirs, and personal representatives. ~~Declarant Trust~~ and all subsequent owners, leasees and others with

an interest in the Subject Property shall cause all leases, grants and other written transfers of an interest in the Subject Property to contain a provision expressly requiring all holders thereof to take the Subject Property subject to the restrictions contained herein and to comply with all and not to violate any of the conditions of this Declaration.

6.8. Grantee's Acceptance. A grantee of the Subject Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of the Subject Property or any portion thereof, shall accept such deed or contract upon and subject to each and all of the restrictive covenants and obligations contained herein. By such acceptance, any such grantee shall for himself or herself and his or her successors, assigns, heirs, and personal representatives, covenant and agree to comply with the restrictive covenants and obligations set forth herein with respect to the Subject Property.

7.9. Notice. The ~~Trust Declarant~~ and subsequent owners shall provide written notice to the Group, ~~and EPA and NJDEP~~ of any conveyance, grant, gift or other transfer in whole or in part of the ~~Declarant Trust's~~ interest in the Subject Property. In addition, ~~Declarant Trust~~ and any subsequent owner of the Subject Property shall provide written notice to the Group, ~~and EPA and NJDEP~~ upon petition for or filing of any document initiating a rezoning or redevelopment of the Subject Property. Any notice required or permitted under this Declaration shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial overnight courier or electronic mail) or three days after deposit in the United States Mail, regular or certified mail, postage prepaid.

Any notice to the Group permitted or required by this Declaration shall be sent to the following address (or to such other address(es) as the Group may specify by written notice to ~~Declarant Trust~~):

Richard F. Ricci, Esq.  
Lowenstein Sandler LLP  
One Lowenstein Drive  
Roseland, New Jersey 07068  
[r Ricci@lowenstein.com](mailto:r Ricci@lowenstein.com)

Field Code Changed

Any notice to EPA permitted or required by this Declaration shall be sent to the following address (or to such other address(es) as EPA may specify by written notice to ~~the Declarant Trust~~):

[TO BE PROVIDED]  
Juan M. Fajardo  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 17<sup>th</sup> Floor  
New York, NY 10007

Formatted: Superscript

Re: Rolling Knolls Superfund Site, Chatham Township, New Jersey

Any notice to ~~Declarant Trust~~ permitted or required by this Declaration shall be sent to the following address (or to such other address(es) as ~~Declarant Trust~~ may specify by written notice to the Group and EPA):

[TO BE PROVIDED]

~~8.10.~~ Authority. ~~Declarant Trust~~ represents, warrants, covenants and agrees that it is duly authorized and empowered to enter into this Declaration.

~~9.11.~~ Severability. The invalidity of any provision of this Declaration shall not be considered to impair or affect in any manner the validity or enforceability or affect the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect, as if such invalid provision had never been included.

~~10.12.~~ No Waiver. No provision contained in this Declaration shall be considered to have been waived by reason of failure to enforce it, irrespective of the number of violations or breaches that may occur.

~~11.13.~~ Governing Law. The laws of the United States, or, if there are no applicable federal laws, of the State of New Jersey, shall govern the interpretation, validity, performance, and enforcement of this Declaration.

~~12.14.~~ Recordation. This Declaration is executed for the purpose of recordation in the Office of the Clerk of Morris County, New Jersey in order to give notice of all of the terms, provisions and conditions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PAUL MIELE as trustee for the TRUST UNDER  
THE LAST WILL AND TESTAMENT OF  
ANGELO J. MIELE**

Name: Paul Miele  
Title: Trustee

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2018, Paul Miele, in his capacity as trustee for the Trust Under the Last Will and Testament of Angelo J. Miele, personally came before me and acknowledged under oath, to my satisfaction, that he

- (a) is named in and personally signed this Declaration; and  
(b) signed, sealed and delivered this Declaration as his act and deed.

Name:  
Notary Public  
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[Attached]

All that certain tract of land situated and lying in the  
Township of Chatham, County of Morris, State of New Jersey  
being bound and more particularly described as follows:

Lot 189 Block 48.28

Beginning at a point in the southeasterly sideline of Britten Road (said road having a width of 49.5 feet) said point is distant the following courses from a point in the southeasterly sideline of Britten Road in the division line between lands now or formerly of M.E. Guliwits and the estate of Angelo J. Miele, said point being the beginning corner as described in a deed from Angelina Miele to Rena Ann Leo dated December 21, 1972 and recorded in the Morris County clerks office deed book 2238 page 418 thence along the southeasterly sideline of Britten Road.

- A) South 42° 36' 00" West 757.28 feet to a point, thence
- B) South 52° 32' 18" West 199.07 feet to a point, thence
- C) South 41° 57' 40" West 93.02 feet to a point, thence
- D) South 27° 35' 20" West 200.75 feet to the point of beginning and running thence,
- 1) Along the Southeasterly sideline of Britten Road South 27° 35' 20" West 395.07 feet to a point, thence
- 2) Still along the southeasterly sideline of Britten Road South 28° 14' 20" West 671.07 feet to a point, thence
- 3) Still along the southeasterly sideline of Britten Road South 22° 29' 39" West 76.18 feet to a point, thence
- 4) Still along the southeasterly sideline of Britten Road South 52° 02' 30" West 47.29 feet to a point, thence
- 5) Along the westerly sideline of Britten Road and along lands now or formerly of A. Miele North 50° 25' 39" West 228.18 feet to a point, thence
- 6) Still along lands now or formerly of A. Miele South 37° 48' 00" West 331.30 feet to a point, thence
- 7) Still along lands of Miele North 49° 48' 55" West 313.00 feet to a point in Loantaka Brook, thence the next 9 courses in and along the Loantaka Brook
- 8) South 14° 32' 00" West 69.67 feet to a point, thence
- 9) South 44° 14' 00" West 150.37 feet to a point, thence

- 10) South 5° 24' 00" West 95.20 feet to a point, thence
  - 11) South 55° 22' 00" West 88.62 feet to a point, thence
  - 12) South 63° 21' 00" West 51.79 feet to a point, thence
  - 13) South 40° 49' 00" West 30.42 feet to a point, thence
  - 14) South 20° 45' 00" West 112.72 feet to a point, thence
  - 15) South 26° 27' 00" West 43.08 feet to a point, thence
  - 16) South 66° 47' 00" West 63.29 feet to a point in land now or formerly of the United States of America, thence
  - 17) Along lands of United States of America South 18° 00' 00" East 1759.11 feet to a point, thence
  - 18) Still along lands of United States of America North 74° 40' 00" East 2266.26 feet to a point, thence
  - 19) Still along lands of United States of America North 40° 46' 00" East 835.45 feet to a point, thence
  - 20) Still along lands of United State of America North 33° 44' 45" West 1395.76 feet to a point, thence
  - 21) By a new line through lands of Miele North 49° 39' 00" West 1207.43 feet to the point and place of beginning
- Containing 136.3 acres as described herein.

TRACT II  
Block 48.20, Lot 184

BEGINNING at a pipe in the southeasterly side line of Britten Road in the division line between lands now or formerly of M. E. Guilvits and the estate of Angeline J. Miele, said point being the beginning corner as described in a deed from Angeline Miele to Donna Ann Lee dated December 21, 1972, and recorded in the Harris County Clerk's Office in Deed Book 2230, page 418, and running thence (1) along the southeasterly side line of Britten Road, S. 42° 16' min. W. 751.23 feet, thence (2) still along the southeasterly side line of Britten Road, S. 42° 32' min. 10 sec. E. 199.07 feet, thence (3) still along the southeasterly side line of Britten Road, S. 41° 57' min. 40 sec. W. 93.02 feet, thence (4) still along the southeasterly side line of Britten Road, S. 27° 35' min. 10 sec. W. 595.82 feet, thence (5) still along the southeasterly side line of Britten Road, S. 28° 14' min. 20 sec. W. 671.07 feet, thence (6) still along the southeasterly side line of Britten Road, S. 22° 29' min. 30 sec. W. 76.18 feet to the southwesterly terminus thereof, thence (7) along said southwesterly terminus S. 52° 02' min. 30 sec. E. 47.20 feet, thence (8) still along the said southwesterly terminus W. 50° 25' min. 30 sec. W. 27.91 feet to the northwesterly side line of Britten Road, thence (9) along the northwesterly side line of Britten Road N. 12° 29' min. 30 sec. E. 111.63 feet, thence (10) still along the northwesterly side line of Britten Road N. 18° 14' min. 20 sec. E. 673.10 feet, thence (11) still along the northwesterly side line of Britten Road N. 17° 25' min. 30 sec. E. 681.84 feet, thence (12) still along the northwesterly side line of Britten Road N. 41° 57' min. 40 sec. E. 103.75 feet, thence (13) still along the northwesterly side line of Britten Road N. 52° 32' min. 10 sec. E. 1.43 feet, thence (14) still along the northwesterly side line of Britten Road N. 42° 16' min. 00 sec. E. 478.73 feet to lands of Harris County Park Commission, thence (15) along lands of Harris County Park Commission N. 14° 49' min. 56 sec. W. 597.60 feet, thence (16) still along lands of Harris County Park Commission N. 41° 06' min. 36 sec. W. 108.68 feet, thence (17) still along lands of Harris County Park Commission, S. 43° 09' min. 24 sec. E. 601.47 feet, thence (18) along lands of Arthur H. Ferberg, Jr., S. 40° 17' min. 04 sec. W. 1,060.47 feet, thence (19) still along lands of Arthur H. Ferberg, Jr., S. 62° 02' min. 56 sec. E. 55.15 feet to the centerline of the former bed of Loantaka Brook, thence (20) along the centerline of the former bed of Loantaka Brook S. 35° 05' min. 20 sec. W. 123.44 feet, thence (21) still along the centerline of the former bed of Loantaka Brook, N. 46° 04' min. 05 sec. W. 158.17 feet to lands of William H. Cannon, thence (22) along lands of William H. Cannon, S. 49° 48' min. 35 sec. E. 151.15 feet, thence (23) still along the lands of William H. Cannon S. 37° 11' min. 05 sec. W. 560.00 feet, thence (24) still along the lands of William H. Cannon, S. 48° 48' min. 35 sec. E. 748.00 feet to the centerline of the former bed of Loantaka Brook, thence (25) along the lands of William H. Cannon and along the centerline of the former bed of Loantaka Brook, the following nine (9) courses: (a) S. 14° 32' min. 00 sec. W. 69.67 feet, thence (b) S. 44° 14' min. 00 sec. W. 150.37 feet, thence (c) S. 5° 24' min. 00 sec. W. 95.20 feet, thence (d) S. 55° 22' min. 00 sec. W. 80.62 feet, thence (e) S. 63° 21' min. 00 sec. W. 51.79 feet, thence (f) S. 40° 49' min. 00 sec. W. 50.42 feet, thence (g) S. 20° 45' min. 00 sec. W. 112.72 feet, thence (h) S. 26° 27' min. 00 sec. W. 43.08 feet, thence (i) S. 60° 47' min. 00 sec. W. 61.23 feet, to lands of North American Wildlife Foundation, thence (26) along the lands of North American Wildlife Foundation S. 10° 00' min. 00 sec. E. 1,759.11 feet, thence (27) still along the lands of North American Wildlife Foundation N. 74° 40' min. 00 sec. E. 2,266.26 feet, thence (28) still along the lands of North American Wildlife Foundation N. 40° 46' min. 00 sec. E. 931.45 feet, thence (29) still along the lands of North American Wildlife Foundation N. 33° 44' min. 42 sec. W. 1,395.76 feet, thence (30) still along the lands of North American Wildlife Foundation and lands now or formerly of M. E. Guilvits N. 37° 59' min. 00 sec. E. 1,141.12 feet, thence (31) along lands now or formerly of M. E. Guilvits N. 43° 39' min. 00 sec. W. 1,126.13 feet to the point and place of BEGINNING.

Containing 211.1456 acres.

Excepting therefrom the following tracts and parcels of land:

(the following described Parcels A, B, C, and D are all excepted from the above legal description for Block 48.20 Lot 184):



PARCEL A

(Formerly Block 48.21 Lot 164.09 now designated  
Block 48.21, Lots 164.09, 164.11 and 164.12)

BEGINNING at a point in the northwesterly side line of Britten Road, a 50 foot wide road, where the same is intersected by the north-easterly line of lands now or formerly of E. Camusat, and running thence (1) along lands now or formerly of said Camusat north 44 degrees 36 minutes 40 seconds west 701.13 feet; thence (2) along the outside line of the whole tract formerly owned by Fred C. Weber north 47 degrees 33 minutes 20 seconds east 703.64 feet to an iron pipe monument set at the northwesterly corner of lands now or formerly of Robert C. Miele; thence (3) along lands of Robert C. Miele south 37 degrees 41 minutes 40 seconds east 116 feet; thence (4) along lands of Robert Janschitz and Margaret Janschitz, his wife, and along lands now or formerly of Kleeveyer & Merkel, Inc. south 30 degrees 26 minutes east 396.13 feet, more or less, to the northwesterly side line of Britten Road; thence (5) along the northwesterly side line of Britten Road south 47 degrees 22 minutes west 539.43 feet, more or less, to the point or place of BEGINNING.

Excepting therefrom, however, a strip of land fifty (50) feet wide more or less along courses (3) and (4) in the above description, which strip was conveyed by said Anthony P. Miele and Angelina Miele, as Executors as aforesaid, to Morris County Park Commission by Judgment bearing date of December 22, 1971 and recorded January 7, 1972 in the Office of the Clerk of Morris County, N.J. in Book 2201 of Deeds for said County on page 640.

PARCEL "B"  
(Block 48.20 , Lot 189)

beginning at a point on the southeasterly sideline of Britten Road (said road having a width of 25.2 feet) said point is distant the following courses from a point in the southeasterly sideline of Britten Road in the division line between lands now or formerly of M.E. Culwita and the estate of Angela J. Niele, said point being the beginning corner as described in a deed from Angelina Niele to Anna Ann Leo dated December 21, 1932 and recorded in the Harris County clerk's office deed book 2138 page 418 thence along the southeasterly sideline of Britten Road.

- 80 South 42° 36' 30" West 137.28 feet to a point, thence
- 81 South 52° 32' 18" West 199.07 feet to a point, thence
- 82 South 41° 52' 48" West 93.87 feet to a point, thence
- 83 South 37° 35' 24" West 209.75 feet to the point of beginning and running thence,
- 84 Along the southeasterly sideline of Britten Road South 27° 35' 18" West 193.81 feet to a point, thence
- 85 Still along the southeasterly sideline of Britten Road South 28° 14' 28" West 471.67 feet to a point, thence
- 86 Still along the southeasterly sideline of Britten Road South 27° 35' 18" West 76.18 feet to a point, thence
- 87 Still along the southeasterly sideline of Britten Road South 32° 32' 18" West 47.28 feet to a point, thence
- 88 Along the westerly sideline of Britten Road and along lands now or formerly of A. Niele North 18° 25' 30" West 228.18 feet to a point, thence
- 89 Still along lands now or formerly of A. Niele South 37° 48' 00" West 211.38 feet to a point, thence
- 90 Still along lands of Niele North 45° 44' 35" West 313.88 feet to a point in Loneata Brook, thence the next 5 courses in and along the Loneata Brook
- 91 South 14° 32' 00" West 87.67 feet to a point, thence
- 92 South 45° 14' 00" West 138.37 feet to a point, thence
- 100 South 5° 14' 00" West 93.28 feet to a point, thence
- 111 South 55° 22' 00" West 88.62 feet to a point, thence
- 121 South 42° 21' 00" West 51.79 feet to a point, thence
- 131 South 48° 49' 00" West 58.42 feet to a point, thence
- 141 South 20° 45' 00" West 112.72 feet to a point, thence
- 151 South 14° 27' 00" West 43.88 feet to a point, thence
- 161 South 44° 47' 00" West 43.23 feet to a point in land now or formerly of the United States of America, thence
- 171 Along lands of United States of America South 14° 00' 00" East 1755.11 feet to a point, thence
- 181 Still along lands of United States of America North 74° 40' 00" East 2266.26 feet to a point, thence
- 191 Still along lands of United States of America North 48° 44' 00" East 123.43 feet to a point, thence
- 201 Still along lands of United States of America North 33° 44' 43" West 1795.76 feet to a point, thence
- 211 By a new line through lands of Niele North 45° 35' 00" West 1287.43 feet to the point and place of beginning.

Containing 334.3 acres as described herein.

PARCEL "C"

(Block 48.20 , Lot 189.01)

All that certain tract of land situated and lying in the Township of Chatham, County of Morris, State of New Jersey being bound and more particularly described as follows:

Beginning at a point in the southerly sideline of Britten Road in the division line between land now or formerly of M.E. Guilwitz and the estate of Angelo J. Miele, said point being the beginning corner as described in a deed from Angelina Miele to Rena Ann Leo dated December 21, 1977, and recorded in the Morris County clerk's office in Deed Book 2238 page 418 and running thence;

- 1) Along the southeasterly sideline of Britten Road South 42° 36' West 737.28 feet to a point, thence
- 2) Still along the southeasterly sideline of Britten Road South 31° 32' 10" West 199.07 feet to a point, thence
- 3) Still along the southeasterly sideline of Britten Road South 41° 57' 40" West 93.92 feet to a point, thence
- 4) Still along the southeasterly sideline of Britten Road South 77° 35' 25" West 200.75 feet to a point, thence
- 5) By a new line through lands of Miele South 49° 39' 00" East 1207.43 feet to a point, thence
- 6) Along lands of the United States of America North 37° 59' 00" East 1241.12 feet to a point, thence
- 7) Along lands now or formerly of Daniel C. and Marie J. Rice, Anthony and Johanna Diamante and William and Hildegard Klemmeyer North 49° 39' 00" West 1128.13 feet to the point and place of beginning.

Containing 33.666 acres as described herein.

PARCEL "D"  
(Block 48.20 Lot 183)

BEGINNING at a point in the northwesterly side-line of Britten Road, 50 feet wide, where the same is intersected by the division line between lands herein described and lands formerly of Arline, now or formerly of Hiele, as described in Deed Book 2854 at page 124 and being in the southwesterly corner of lot 164.09, Block 48.20, as shown on the Tax Map of Cloitham Township, New Jersey, and running

THENCE;

(1) along Hiele, North 45 degrees 20 minutes 16 seconds West 578.00 feet to an iron pipe in the line of lands formerly of Brucna, now or formerly of Ferber, described in Deed Book A-57 at page 257, thence;

(2) along Ferber, South 48 degrees 17 minutes 04 seconds West, 1050.47 feet to an iron rod with a cap identified "Richard F. Smith, Jr., Land Surveyor, Morristown, N.J. 175848" at a corner to the same, thence;

(3) along Ferber and then lands of Hiele, described as the first tract in Deed Book B-40 at page 205, South 62 degrees 02 minutes 56 seconds East, 801.61 feet to an iron rod with the aforesaid cap in the aforesaid side-line of Britten Road, thence;

(4) along Britten Road, North 27 degrees 35 minutes 20 seconds East, 601.24 feet to an angle in same, thence;

(5) North 41 degrees 57 minutes 40 seconds East, 103.75 feet to an angle in same, thence;

(6) North 52 degrees 22 minutes 10 seconds East, 170.35 feet to the place of BEGINNING.

CONTAINING: 15.04 acres as described.

EXHIBIT B  
TEMPORARY LAYDOWN AREA

[Attached]